

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF WESTFORD**

**AND**

**WESTFORD SUPERIOR OFFICER'S ASSOCIATION**

**JULY 1, 2011 - JUNE 30, 2013**

(RATIFIED BY THE BOARD OF SELECTMEN ON JUNE 28, 2011)  
(WSOA VOTED TO APPROVE JUNE 29, 2011)

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## **AGREEMENT**

This Agreement is made and entered into by and between the Town of Westford, Massachusetts (hereinafter referred to as the "Town" or "Municipal Employer") and the Westford Superior Officer's Association (hereinafter referred to as the "Union").

## **WITNESSETH**

WHEREAS the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW, THEREFORE, in consideration of the municipal promises and agreements herein contained, the parties mutually agree as follows:

### **ARTICLE 1** **RECOGNITION AND UNION SECURITY**

The Town recognizes the Union as the sole and exclusive bargaining agent, (for the purposes of collective bargaining with respect to wages, hours and other conditions of employment) for all employees of the Town of Westford Police Department employed as all full-time and regular part-time Superior Police Officers which include the ranks of Lieutenant, Captain and Deputy Chief in the Town of Westford.

The Town agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purposes of undermining the Union or changing any provisions contained in the Agreement.

### **ARTICLE II** **EMPLOYEES' RIGHTS & OBLIGATIONS**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary:

- A. Employees shall have and be protected in the exercise of, the rights freely and without fear of penalty or reprisal, to form, join or assist the Union to hold office and participate in the management of the Union, to act in the capacity of a Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual

aid or protection; and to refrain from any or all such activities. In the Exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to promotion, or other conditions of employment.

B. No representative, department, official or agent of the Town shall:

1. interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
2. interfere with the formation, existence, operations or administration of the Union;
3. discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
4. discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Union; or
5. refuse to meet or confer at such times as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of this contract.

The Municipal Employer and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

"The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation, as defined by law, age, as defined by law, race, color, religion, handicap, national origin, genetic information or military status, as defined by state law."

Subject to law as sole collective bargaining agent for the employees as described above, the Union agrees to offer membership to all persons covered by this Agreement, upon a tender by any such person of such uniform and non-excessive dues (if any), and initiation fees (if any), as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, bylaws and constitutional provisions as are uniformly applied by the Union to all its members.

"The Association agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A."

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**ARTICLE III**  
**RETENTION OF CIVIL SERVICE RIGHTS**

The members of the Police Department covered by this Agreement shall continue to enjoy their civil service rights as provided in Chapter 31 of the Massachusetts General Laws.

**ARTICLE IV**  
**RIGHTS OF THE EMPLOYER**

**SECTION 1**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Westford in the Employer and the Chief of Police for the efficient and economical operation of the Police Department, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and its agents, including the Chief of Police, retain all rights and powers that they have or may hereafter be granted by law in managing the Police Department, and directing the working force, and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

**SECTION 2**

The Town and the Union agree that the Town shall retain and reserve all its statutory rights, authority and obligations in the administration of the Police Department and the direction of its employees. All the function, rights, powers and authority which the Town now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Union to be retained by the Town.

**SECTION 3**

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are expressly provided for in this Agreement.

**ARTICLE V**  
**DUTIES**

The duties of the members of the Police Department shall consist of protection of persons and property, prevention of crime, apprehension and prosecution of criminals, control of all traffic about Town and the carrying out of all orders pertaining to work performed by Police Officers and the Officers of higher rank. Police Officers shall not be assigned to non-police duties.

**ARTICLE VI**  
**NO-STRIKE CLAUSE**

**SECTION 1**

Neither the Union, nor any employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services.

**SECTION 2**

The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow sown, or withholding of services.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

**SECTION 2**

A grievance must be presented within fourteen (14) working days of the time of the occurrence of the alleged contract violation, or within seven (7) working days from the time the employee should have reasonably acquired knowledge of the incident giving rise to the contract violation, and must be processed in accordance with the steps, time limits and conditions set forth below in this article (Reference: M.G.L. Ch 31 Sec 41, "Saturdays, Sundays and legal holidays shall not be counted in the computation of any period of time specified in this section).

- A. The Employee with a steward or representative, if s/he desires, shall take up the grievance or dispute in writing to the Chief, within fourteen (14) working days of the occurrence giving rise to the grievance. The Chief shall attempt to adjust the matter and shall respond in writing within seven (7) working days. If the grievance is not satisfactorily settled at this step;
- B. It shall be appealed in writing within five (5) working days after receipt of the written answer of the Chief by the Employee, to the Town Manager. The Town Manager or designee, and the Employee, and Counsel and/or authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within twenty-one (21) days, at a time agreed upon by both parties.

If any person or persons are to represent or appear with the Employee at this meeting, the Town Manager will be informed in writing, no less than three (3) working days before the meeting, of the names and titles of such persons. The Town Manager shall give his/her written answer to the

grievance within twenty-one (21) working days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may;

- C. Be appealed to arbitration by written notice of such intention to appeal within fourteen (14) working days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VII (A).

### SECTION 3

A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

### SECTION 4

No reprisals of any kind will be taken by the Employer or Town Manager against any party in interest or any participant in the grievance procedure, by reason of such participation.

### SECTION 5

The parties agree that nothing in this Agreement is intended to add to, or subtract from, the rights and remedies provided by any Civil Service Law, or to make arbitrable a question which is covered by Civil Service Law.

## **ARTICLE VII (A)** **ARBITRATION**

### SECTION 1

In the event either party elects to submit a grievance to arbitration, the Arbitrator shall be selected according to, and shall be governed by the following procedure.

The Arbitrator is to be mutually selected by the Town Manager and the Union. If the Town Manager and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, the party demanding arbitration shall within five (5) working days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel or arbitrators, said Arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

### SECTION 2

Each party shall bear the expense of its representative, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Town to pay shall be limited to the obligation which the Town Manager can legally undertake in that connection. In no event shall the Town Manager have any personal

obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party and the Arbitrator. If fees or expenses are incurred and not paid by the Town, neither the Union nor its members shall be responsible to pay.

### SECTION 3

Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration, unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The Arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions, as presented by the parties during the arbitration proceedings.

### SECTION 4

The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitrations involving disciplinary actions of persons not covered by Civil Service, the Arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award of full or partial restoration of all compensation or privileges as the Arbitrator deems warranted should the Arbitrator find the Town Manager acted in an arbitrary or discriminatory manner.

### SECTION 5

The parties may by mutual agreement submit more than one pending grievance to the named Arbitrator.

## **ARTICLE VIII** **DEATH LEAVE**

Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be three (3) days commencing with the day of death. For purposes of the article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparents and spouse's grandparents, sister-in-law, brother-in-law and household member.

## **ARTICLE IX** **SPECIAL LEAVE**

### SECTION 1

Each employee shall be granted special leave with pay for a day on which he is able to secure another employee covered by this Agreement to work in his place. Said special leave shall be granted for an unusual occurrence or from some purpose not in the normal course of events and shall be with the consent of the Chief of Police, or in the event the Chief cannot be reached with the consent of

the Officer in charge of the shift, which consent in either event will not be unreasonably withheld. This leave will be allowed provided:

- A. Such substitution does not impose any additional cost on the Town with regard to salaries or payment of wages.
- B. The Chief or Officer in charge of the shift in which the substitution shall take place shall be notified one (1) day prior to its becoming effective except in the case of emergency, in which event notification may be made on a shorter term.
- C. Neither the Department nor the Town is held responsible for enforcing any agreements between the employees.

#### SECTION 2: Personal Days

Employees covered by the Agreement shall be entitled to two (2) personal days per fiscal year. The scheduling of all personal days shall be subject to forty-eight (48) hours advance notice and approval by the Chief of Police. Unused personal days will be rolled into an employee's sick time accrual.

### **ARTICLE X** **HOLIDAYS**

#### SECTION 1

The following shall be recognized as holidays:

New Year's Day  
Presidents' Day  
Memorial Day  
Labor Day  
Veteran's Day  
Day after Thanksgiving

Martin Luther King Day  
Patriot's Day  
Independence Day  
Columbus Day  
Thanksgiving  
Christmas Day

#### SECTION 2

All employees covered by this Agreement shall not be scheduled to work on any holiday, and shall be paid at their straight time rate for each holiday, which is included in their weekly salary. When an authorized holiday falls on a Saturday, the employee shall receive the preceding Friday off. When an authorized holiday falls on a Sunday, the employee shall receive the following Monday off. If an authorized holiday falls on a scheduled day off, the employee shall receive the previous or following day off, at the discretion of the Chief of Police. In addition, all employees covered by this Agreement who are called into work shall be paid time and one half for all hours which s/he may be required to work on any holiday, with a minimum of three (3) hours pay at the time and one half rate, in addition to their weekly wages.

**ARTICLE XI**  
**SICK LEAVE**

**SECTION 1**

Sick leave shall be considered to be absent from duty without loss of pay for the following reasons:

- A. Illness or injury, except where directly traceable to employment by an employer other than the Town.
- B. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished of off-duty hours.
- C. When the illness of an employee's immediate family requires his personal attendance.
- D. The present department practice concerning use of sick leave in the event of an employee's absence for any of the above cases shall remain in effect.

**SECTION 2**

An employee may be absent from duty without loss of sick leave, and without loss of pay, when he is incapacitated arising out of his employment as set forth in Chapter 41, Section 111F of Massachusetts General Laws. The intent of the aforementioned language shall not be construed to expand or diminish the intent of the statute.

**SECTION 3**

Vacation leave and sick leave shall not accrue after any period of three (3) consecutive calendar months in which the employee is on injured leave. For the purpose of this Section, any return to work of less than five (5) consecutive days during the three (3) month period shall not constitute a break in the employee's "injured leave" status.

**SECTION 4**

Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c.41, Section 100 or related applicable sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- A. provide affirmative evidence of incapacity for duty because of injury sustained in the performance of his duty without fault of his own;
- B. notify the Police Chief of any material change in medical condition, including, but not limited to, any hospitalization; and
- C. provide and release all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates.

#### SECTION 5

As a condition of continued eligibility for injured leave, an employee is expected to take all reasonable steps to hasten his return to duty status, including;

- A. avoiding work or leisure activities which could, foreseeable, jeopardize or slow his recovery; and
- B. adhering to all prescribed treatments and therapies.

#### SECTION 6

The employee shall be granted twelve (12) sick leave days each year. All unused sick leave days shall be accumulated to a maximum of One Hundred Twenty (120) days.

Sick leave shall be available for use at any time during the year as is presently the practice within the Police Department.

#### SECTION 7

When absence by reason of sickness or injury is for a period of more than three (3) days, the Department Head may require said employee to file a certificate of disability signed by a regular licensed and practicing physician before the employee shall be entitled to compensation as herein provided.

The Town may require a certificate of disability for absence of three (3) days or less in cases of suspected abuse.

#### SECTION 8

All sick leave days owed to an employee shall be posted on a bulletin board within the department quarterly.

#### SECTION 9

There will be no visits to officers' homes or phone calls to officers' homes checking to see if they are home after calling in sick unless there is cause to suspect abuse of sick leave.

#### SECTION 10

- A. Effective upon the signing of this Agreement, employees shall receive, upon death or retirement under M.G.L. c.32, twenty-five (25%) per cent of his or her accumulated sick leave, not to exceed thirty (30) days pay at the rate in effect at the time of death or retirement.
- B. Effective upon completion of fifty nine (59) months service, employees shall receive, upon separation from employment, twenty-five (25%) per cent of accumulated unused sick leave, not to exceed thirty (30) days pay at the rate in effect at the time of separation from employment.

#### SECTION 11

Any employee who has a total of more than one hundred twenty (120) days of accrued sick leave as of June 30<sup>th</sup> of each year shall be provided, as of the first full pay period following July 1<sup>st</sup>, a sick leave pay-out at the rate of one (1) day for every three (3) days of accrual over one hundred twenty (120) days.

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**SECTION 12**

An employee who provides a three hundred sixty five (365) day notice of his/her retirement and completes the requisite paperwork with the retirement board shall receive a sick leave pay-out of fifty percent (50%) of his/her accrued sick leave, not to exceed sixty (60) days at the rate in effect at the time of retirement.

**ARTICLE XII**  
**VACATIONS****SECTION 1**

Employees shall be granted annual vacations without loss of pay on a seniority basis within this department as follows:

6 months service .....	56 hours (1 week)
1 year service .....	112 hours (2 weeks)
5 years service .....	168 hours (3 weeks)
10 years service .....	224 hours (4 weeks)
20 years service .....	280 hours (5 weeks)

Single days of vacation may be taken with the approval of the Chief of Police. However, said approval shall not unreasonably be withheld. For purposes of this section, one (1) week equals seven (7) calendar days.

**SECTION 2**

An employee may split his vacation if he so desires, and he will not be required to take successive weeks of vacation. Vacations shall be scheduled in a manner designed to least interfere with the orderly administration of the department's work. Except as heretofore provided with respect to the orderly administration of the department, vacations can be taken at any time within the calendar year.

**SECTION 3**

Effective July 01, 1998, any previously accumulated vacation time that has been carried over from the previous fiscal year shall be converted to compensatory time at a rate of one (1) day for one (1) day. This time may be used in the current fiscal year, and any unused time may be carried forward to future fiscal year(s), until it has all been taken by the employee. There shall be no carryover of vacation time earned beginning with July 01, 1998.

**ARTICLE XIII**  
**HOURS OF WORK**

A work week shall consist of an average of thirty seven and one-half (37-1/2) hours of work per week and the average shall be calculated on the basis of a six (6) week cycle. An administrative schedule shall be approved by the Chief of Police for each employee covered by this agreement, where each employee shall receive two (2) days off within the six (6) week cycle to accommodate the thirty seven and one-half (37-1/2) hour average work week. This schedule shall repeat itself and so continue regardless of the days of the week upon which the duty days fall.

## **ARTICLE XIV**

### **WAGES**

#### **SECTION 1**

Effective July 1<sup>st</sup> of the years 2011 and 2012, the wage scales for employees covered by this Agreement shall be in accordance with the attached compensation schedule (Appendix "A").

Effective July 1, 2011, the base wage rate will be increased by 0%

Effective July 1, 2012, the base wage rate will be increased by 0%

#### **SECTION 2**

In recognition for continuous full-time employment, employees who have been members of the Police Department for five (5) or more years shall receive an annual longevity bonus in July as follows:

Upon completion of (5) years of service:	\$ 550.00
Upon completion of (10) years of service:	\$ 750.00
Upon completion of (15) years of service:	\$1,000.00
Upon completion of (20) years of service:	\$1,500.00
Upon completion of (25) years of service:	\$2,000.00
Upon completion of (30) years of service:	\$2,500.00

## **ARTICLE XV**

### **OVERTIME**

#### **SECTION 1**

In emergencies, or as the needs of the department require, employees may be required to perform overtime work, otherwise working overtime shall be voluntary. All overtime shall be posted and offered to members of the bargaining unit first in accordance with policy established by the Chief of Police, and then to permanent intermittent officers, on a fair and equitable rotating basis from a list of the employees covered hereunder, in order of their seniority. A list showing overtime worked and refused shall be kept current by the Chief of Police and shall be available for inspection by a duly authorized representative of the Union.

#### **SECTION 2**

The normal work week shall consist of an eight (8) hour day or an average of thirty seven and one-half (37-1/2) hours per week and overtime pay at the rate of time and one-half shall be paid to an employee for all hours or any portion thereof worked by him in excess of the regular scheduled eight (8) hour work day or an average thirty seven and one-half (37-1/2) hour work week.

#### **SECTION 3**

Employees required to work on their day(s) off, whether for a full eight (8) hours or less, shall be paid not less than three (3) hours pay at time and one-half.

#### **SECTION 4**

Employees required to return to duty after they have completed their normal work day shall receive a minimum of three (3) hours pay at time and one-half for

such authorized call back.

## **SECTION 5**

An employee, at his/her request, may receive compensatory time in lieu of overtime pay subject to the approval of the Chief of Police or his designee; provided such substitution does not impose any additional cost to the Town.

## **ARTICLE XVI** **COURT TIME**

### **SECTION 1**

Any employee who is required to attend court on behalf of the Commonwealth in a criminal case (including conferences with prosecuting officials, hearings on complaints, and proceedings such as inquests and Registry of Motor Vehicle hearings) or Civil Court in a matter arising out of his official duties, at a time when s/he is not scheduled for work, shall be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked, with a minimum of four (4) hours, or at the request of the officer, by compensatory time off at time and one-half with a minimum of four (4) hours. The scheduling of compensatory time off is to be at the Chief's discretion, approval not to be unreasonably withheld.

### **SECTION 2**

Officers required to use their own auto shall be reimbursed at the rate set by the Internal Revenue Service per mile, to be paid either by the County or Town. If the County does not pay mileage, the Town guarantees payment.

## **ARTICLE XVII** **EXTRA PAID DETAILS**

### **SECTION 1**

The Town agrees that all outside police details requested by an outside individual, group, corporation or organization will be assigned to members of the bargaining unit in the police department first, and such assignments shall be made by the Chief of Police or his designee on a voluntary basis, and shall be distributed among regular officers as fair and equitably as possible on a rotating basis. The Chief shall maintain a record of all such assignments which may be examined at any time by a representative of the Union

### **SECTION 2**

No officer or other person shall accept any such assignment unless the same is made by the Chief or Officer in Charge.

### **SECTION 3**

- A. Officers who work outside police details, excluding details for the Town of Westford, shall be paid at the rate of sixty-seven dollars (\$67.00) per hour for all hours worked, regardless of rank. Details for the Town of Westford shall be paid at each officer's respective overtime rate (time and one-half), for all hours worked, not to exceed \$67.00 per hour.

- B. Officers who work "strike details" shall be paid at the rate of one and one-half times the overtime rate for Deputy Chief for all hours worked, regardless of rank. In addition, any strike in the Town of Westford shall require a minimum of one (1) Superior Officer assigned to such detail(s) during picketing hours of 7:00 AM through 7:00 PM. The Chief of Police may determine the number of additional officers, if any, that may be required, in the best interest of safety for the Town of Westford.
- C. "Details for the Town of Westford" shall be defined as any details being paid for by a town department where the work is conducted primarily by town employees. However, when the Town is paying for a project that is conducted primarily by an outside contractor, the detail will be considered as an outside police detail for the purposes of this contract
- D. The Police Chief, or his designee, will determine when a "Detail for the Town of Westford" is required.
- E. Details will be required only when there is a safety hazard, as determined by the Police Chief or his/her designee and in accordance with departmental policy that classifies all roads in Town relative to requiring a detail officer. See "Appendix B" titled "Detail Officer Requirement Policy" which shall be reviewed on an annual basis by the Police Chief and a Union Designee.
- F. Officers who actually work extra paid details shall receive a minimum of four (4) hours pay at the detail rate.
- G. For parties other than the Town of Westford, after four (4) continuous hours of work on the same detail by the same officer, said officers shall receive a minimum of eight (8) hours pay at the detail rate. If the same officer works in excess of eight (8) consecutive hours on the same detail but less than ten (10) hours, said officer shall receive ten (10) hours pay at the detail rate. If the officer works the same detail in excess of ten (10) consecutive hours, the officer shall receive twelve (12) hours of pay at the detail rate. There shall be no break in the hours of a detail without it being considered hours worked or a new detail.
- H. Payment for details shall be made the following week after the detail has been worked. The Town maintains a Revolving Fund under Chapter 44 of the General Laws to enable such payments.

#### SECTION 4

Current members of the Union who may retire after July 1, 2001 and wish to work outside details, must notify the Chief of Police in writing to seek approval to work. The following guidelines apply to retired officers only:

- A. Any retired officer wishing to work outside police details shall first require the approval of the Chief of Police, whose decision is final and not subject to the grievance procedure.
- B. Retired Officers approved for outside details by the Chief shall be

required to pass an annual physical and make the results available to the Chief of Police or his/her designee. They must also maintain and keep in good standing their certifications in CPR and First Responder. The annual physical, CPR and First Responder certifications must be completed by the Retired Officers on their own time and at their own expense.

- C. Retired members of the Bargaining Unit who have been approved for duty by the Chief shall be offered outside police details after current full-time sworn members of the Police Department (including full-time Permanent Intermittent Officers), and prior to part-time Permanent Intermittent Officers of the Police Department.

## **ARTICLE XVIII**

### **SENIORITY**

#### **SECTION 1**

Seniority for all employees covered by this Agreement shall be measured from the date of appointment of an officer as a regular full-time member of the department. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension or any leave of absence or any call to military service. If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority.

#### **SECTION 2**

Within rank, seniority shall entitle an employee to preference in selection of vacation from the vacation schedule.

## **ARTICLE XIX**

### **INSURANCE**

The Employer agrees to continue to pay for the group health and life insurance programs, at the rates negotiated between the Union and the Town, as provided in Chapter 32B and Chapter 150E of the General laws. The Town will continue to pay for health insurance programs approved by the Town at a rate of sixty-five (65%) percent of the premium for an HMO and sixty (60%) percent of the premium for a PPO. The parties agree that the contribution percentages shall remain in effect for the specified contract period and may be changed after the contract period only if done in accordance with G.L. c. 32B and G.L. c. 150E.

This provision shall be superseded by any adopted legislative amendments to M.G.L. c. 32B that may take effect during its term.

## **ARTICLE XX**

### **LEAVE OF ABSENCE**

Leave of Absence for a limited period not to exceed six (6) months may be granted for any reasonable purpose and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Town.

**ARTICLE XXI**  
**UNIFORM ALLOWANCE AND EQUIPMENT**

**SECTION 1**

The Town agrees to provide an annual uniform allowance one thousand dollars (\$1,000.00) to all permanent Police Officers. This allowance is to cover costs related to the issue of uniforms, equipment, and ammunition, as well as "business attire" and "authorized equipment," subject to the Chief's approval. Any changes in style, material, or color of the departmental uniform shall be agreed upon by the Union and the Town.

**SECTION 2**

The Town agrees to provide a reimbursement of two hundred dollars (\$200.00) per year to cover expenses related to cleaning and pressing uniforms, subject to the Chief's approval.

**ARTICLE XXII**  
**STABILITY OF AGREEMENT**

**SECTION 1**

No amendments, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

**SECTION 2**

The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue.

**SECTION 3**

To provide a clear understanding of this Agreement for its employees, the Town agrees to provide a copy for each member of the Unit.

**SECTION 4**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in the Agreement were arrived at after free exercise of such rights and opportunities.

**ARTICLE XXIII**  
**SEVERABILITY**

If any article or section of this contract or of any amendments thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any amendments thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE XXIV**  
**TEMPORARY SERVICE OUT OF RANK**

As of the date that this Agreement is signed, any employee temporarily assigned the duties and responsibilities of a higher rank for a period of (5) five days or more shall receive the pay of such higher rank from the (6<sup>th</sup>) sixth day forward until relieved of such additional responsibilities.

**ARTICLE XXV**  
**EDUCATIONAL INCENTIVE**

**SECTION 1**

Based on the Town's acceptance of the provisions of Massachusetts General Laws Chapter 41, Section 108L (the so-called "Quinn Bill"), by vote on Article 26 at the Annual Town Meeting dated May 13, 1997, educational incentive payments to employees shall be made in accordance with the following:

- A. The additional compensation shall be calculated solely upon the base wages which serve as the regular compensation for police officers in Article XIV, Section 1 of the Agreement and shall not include or impact the overtime rate or any other compensation, fringe benefit or contract provision whatsoever including but not limited to Overtime Compensation, Holiday Compensation, Longevity, Injured on Duty Compensation under Section 111F, Accumulated Sick Leave Buyback, Personal Days, and Private or Town Details.
- B. Amounts to be payable in two semi-annual installments of fifty percent (50%) each at approximately the second week in July and by December 1<sup>st</sup> of each year based on regular base compensation as defined above.

**SECTION 2**

If the State repeals said Quinn Bill program, the Town shall continue to pay Quinn eligible employees in accordance with MGL Chapter 41, Section 108L as follows: Master's Degree twenty-five percent (25.0%), Bachelor's Degree twenty percent (20.0%) and Associates Degree or equivalent ten percent (10.0%) of the regular base compensation as defined above in Section 1 (a).

**SECTION 3**

New employees and current employees who are not "Quinn Bill" eligible and obtain a degree consistent with the same guidelines for degree requirements that apply to the "Quinn Bill" program under MGL Chapter 41, Section 108L, shall receive the following fixed Educational Stipend:

**Educational Stipend:****Deputy-**

Masters	\$12,250.00
Bachelors	\$9,800.00
Associates	\$4,900.00

**Captain -**

Masters	\$10,550.00
Bachelors	\$8,450.00
Associates	\$4,250.00

**Lieutenant -**

Masters	\$9,150.00
Bachelors	\$7,300.00
Associates	\$3,650.00

(Fixed Educational Stipend is based on Step 1 / FY12)

This payment is payable in two semi-annual installments of fifty percent (50%) each by July 31<sup>st</sup> and by December 1<sup>st</sup> of each year and is for time already worked.

This compensation shall not serve as regular compensation and will not include or impact the overtime rate or any other compensation, fringe benefit or contract provision whatsoever including but not limited to Overtime Compensation, Holiday Compensation, Longevity, Injured on Duty Compensation under Section 111F, Accumulated Sick Leave Buyback, Personal Days, and Private or Town Details.

**ARTICLE XXVI**  
**UNION BUSINESS LEAVE**

**SECTION 1**

All employees covered by this Agreement who are members of the Collective Bargaining team not to exceed three (3) shall be allowed time off for negotiation or conferences with Town officials and the Chief of the Department without loss of pay or benefits, and shall not be required to make up said loss of time.

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## **SECTION 2**

The members of the Police Union Grievance Committee, not to exceed three (3), shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Police Union when such activity takes place at a time during which such employee is scheduled to be on duty.

## **SECTION 3**

Two delegates as may be designated by the Union, shall be granted time off to attend meetings of the Massachusetts Police Association as provided by Massachusetts General Laws. If said time off falls on an Officer's day off, he will be given time off in lieu thereof.

## **SECTION 4**

The President of the Union, or one designee chosen by the members of the Union, shall be granted leave without loss of pay or benefits to attend the monthly meeting of their chosen affiliation, if any.

## **SECTION 5**

A member of the Union Grievance Committee shall be granted leave without loss of pay to process grievances.

# **ARTICLE XXVII** **DUES DEDUCTION**

It is agreed that the Town will deduct Union dues from the employees pay as agreed and forward the payments to the Comptroller of their chosen affiliation, if any.

# **ARTICLE XXVIII** **RETIREMENT INCENTIVE FOR EARLY NOTICE**

To employees with at least twenty (20) years of service, the Town will provide a weekly stipend of one hundred ten dollars (\$110.00) to a Lieutenant, one hundred twenty dollars (\$120.00) to a Captain and one hundred thirty dollars (\$130.00) to a Deputy Chief who provides a three hundred sixty five (365) day notice of their retirement and completes requisite paperwork with the retirement board; said payment will be subject to recoupment by the Town should the employee not retire in accordance with the notice.

# **ARTICLE XXIX** **MISCELLANEOUS**

**Performance Evaluation:** Prior to the implementation of formal performance evaluation required under Chapter 31, Section 6A of the Massachusetts General Laws, the Town will consult with the Union to determine the criteria and procedures.

**License to Carry Fees:** The Town shall continue to pay the employee's share of the license to carry required under Massachusetts General Laws Chapter 140, section 131.

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### **ARTICLE XXX**

#### **TOWN'S RECOUPMENT OF ADVANCES IN BENEFITS AND COMPENSATION**

- A. It is agreed and understood that certain fringe benefits and compensation such as vacation, sick leave, Quinn Bill and longevity payments are earned on the basis of the employee providing services for a complete calendar year, beginning with the employee's anniversary date in the preceding year and ending with the anniversary date in the current year (hereinafter referred to as the "anniversary year"). In crediting certain benefits and paying certain compensation on the July 1<sup>st</sup> preceding the actual anniversary date, the Town in effect advances compensation to the employee in the expectation and in consideration of the employee providing services for the full anniversary year.
- B. The Town shall recoup these advances in benefits and compensation from any employee who receives or uses the advanced benefits and compensation who becomes separated from employment with the Town prior to completing the anniversary year.
- C. The recoupment will be made on a pro-rated basis using the ratio between the total number of days between the employee's last date of employment to the employee's anniversary date divided by the total number of days between July 1<sup>st</sup> and the employee's anniversary date.
- D. The Town may deduct the recoupment from the employee's paychecks or other amounts due the employee from the Town.
- E. The notice and posting of these advances in benefits and compensation will be done on or about July 1<sup>st</sup> of each year. The notice and posting will specify the anniversary year in which the benefit or compensation will be earned.
- F. Recoupment of such benefits and compensation shall not apply to any individual with more than twenty-five (25) years of seniority on the effective date of his or her retirement provided the individual gives six (6) calendar months of written notice of retirement to the Chief of Police.

### **ARTICLE XXXI**

#### **SHIFT DIFFERENTIAL**

Effective 07/01/06, all superior officers who are regularly assigned to work on any shift other than shift (2) (7:00 AM – 3:00 PM) shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour shift differential over and above their regular base salaries, for all hours actually worked between 3:00 PM and 7:00 AM.

**ARTICLE XXXII**  
**ACCREDITATION**

- A. In consideration of the substantial efforts of the members of the superior officers bargaining unit in the research and development of policies and procedures necessary for the Police Department to achieve certification under the standards of the Massachusetts Police Accreditation Commission, each member of the unit shall receive an annual certification stipend of \$1,000.00, effective July 01, 2004.
- B. The parties acknowledge that the superior officers continue to work cooperatively with the Chief to attain accreditation status under the standards of the Massachusetts Police Accreditation Commission. When such status is achieved, the certification stipend will be eliminated and, in its place, an accreditation stipend of \$1,500.00 per year shall be paid to each member of the bargaining unit who participated in the formulation of policies and procedures and other actions necessary to achieve and maintain accreditation. In the year accreditation is attained, the additional payment of \$500.00 (the difference between the certification stipend and the accreditation stipend) shall be pro-rated to the number of full months remaining in the fiscal year on the effective date of accreditation.
- C. The certification and accreditation stipends will be in effect only if the Police Department maintains such status. The Association will work cooperatively with the Chief to implement and enforce the standards necessary to maintain such status.

**ARTICLE XXXIII**  
**MATERNITY/PARENTAL LEAVE**

**SECTION 1**

A member of the Department may, in her discretion, notify her commanding officer that she is pregnant at any point in her pregnancy: provided, however that such officer shall notify immediately the Chief that she is pregnant if at least one of the following conditions exists:

- A. The officer has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment;
- B. The officer requests any modification, exemption, or leave from her assigned duties; or,
- C. The officer reaches her third trimester of her pregnancy.

**SECTION 2**

The notification that the officer is pregnant shall be in writing, and shall include her anticipated due date.

**SECTION 3**

No later than ten (10) days of such written notification, the officer shall present to the Chief a letter from her attending physician or obstetrician which shall set forth any restriction or limitations, which prohibit her from performing all aspects of her current assignment. If her attending physician or obstetrician places no such restrictions or limitations upon the officer, after a complete and thorough review of her duties by the attending physician or obstetrician, such letter shall state that no restrictions or limitations exist. In addition, the letter shall set forth the anticipated due date, anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the officer or obstetrician believes would be of assistance to the Department. The officer shall present to the Chief a monthly written update from her attending physician or obstetrician which addresses the issues set forth herein.

**SECTION 4**

An officer may use up to eighty (80) consecutive working hours of his/her accrued vacation leave or sick leave immediately following the birth or adoption of a child as parental leave. The intent of the section is not to replace or diminish the language of Article XI (Sick Leave) but to complement it.

**ARTICLE XXXIV**  
**DURATION OF AGREEMENT**

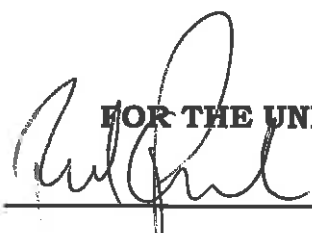
This Agreement shall take effect upon the funding of the economic items contained therein by Town Meeting and upon taking effect shall be in force and effect from July 01, 2011, up until and including June 30, 2013, provided however, that if agreement is not reached on a new contract on or before June 30, 2013, this Agreement shall continue in force and effect until a new contract is agreed upon, ratified, and signed by the parties.

Signed and sealed this date:

**FOR THE TOWN OF WESTFORD**

  
\_\_\_\_\_  
Jodi Ross, Town Manager

**FOR THE UNION**

  
\_\_\_\_\_  
Ronald Paulauskas  
Association President

  
\_\_\_\_\_  
Joseph J. Roy

  
\_\_\_\_\_  
Hervey P. Cote

## **APPENDIX "A"**

### **ANNUAL COMPENSATION SCHEDULE**

- a. Effective 7/1/11, all steps on the salary schedule shall be increased by zero percent (0%) for FY12 and FY13 and if the Town, exclusive of any JLMC award, voluntarily negotiates base wage increases in FY13 with any other Town union, the parties agree the contract will be reopened for the limited purpose of further base wage negotiations.
- b. Step increases will be suspended for two years beginning 7/1/11. Regular step advancement will commence on 7/1/13. Step suspension will not result in any double step advancement by any employee.
- c. ONE TIME STEP FREEZE PAYMENTS:
  1. Year 1 – FY12: Employees who have not reached max step as of 6/30/11 will receive a onetime payment in the amount of \$500, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.
  2. Year 2 – FY13: Employees who have not reached max step as of 6/30/12 will receive a onetime payment in the amount of \$500, minus standard deductions, not to be included in their base wages.
  3. Year 1 – FY12: Employees who have reached max step as of 6/30/11 will receive a onetime payment in the amount of \$300, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.
  4. Year 2 – FY13 Employees who have reached max step as of 6/30/12 will receive a onetime payment in the amount of \$300, minus standard deductions, not to be included in their base wages.

Fiscal Year 2012 – 0%

		Step 1	Step 2	Step 3
Deputy	Annual	\$97,953.30	\$102,866.63	\$108,073.58
Captain	Annual	\$84,564.00	\$88,850.93	\$93,255.30
Lieutenant	Annual	\$73,230.08	\$76,929.75	\$80,727.30

Fiscal Year 2013 – 0%

		Step 1	Step 2	Step 3
Deputy	Annual	\$97,953.30	\$102,866.63	\$108,073.58
Captain	Annual	\$84,564.00	\$88,850.93	\$93,255.30
Lieutenant	Annual	\$73,230.08	\$76,929.75	\$80,727.30

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**APPENDIX "B"****WESTFORD POLICE DEPARTMENT  
DETAIL OFFICER REQUIREMENT POLICY**

The following is an explanation of when a Police Officer detail will be required within the boundaries of the Town of Westford:

- (1) Whenever any private construction or utility company causes a safety hazard on a roadway listed under Section A of this policy, then a police detail shall be required.
- (2) Whenever any private construction or utility company is working in a roadway not listed under Section A of this policy, they shall be required to notify the Westford Police Department, and the Chief of Police or his designee will determine whether a police detail is necessary.
- (3) If the police department is unable to assign an officer for any reason, the construction or utility company shall assign a flagman.
- (4) Any construction or utility company found working in any roadway in violation of this policy may be shut down and ordered off the road by the Chief of Police or his designee.
- (5) Westford Police Superior Officers all get the same detail pay rate of sixty seven (\$67.00) dollars per hour with a minimum four (4) hours pay for up to four (4) hours worked. For more than four (4) hours and up to eight (8) hours worked, they receive eight (8) hours pay. For more than eight (8) hours worked and up to ten (10) hours worked, they receive ten (10) hours pay. For more than ten (10) hours and up to twelve hours worked, they receive twelve (12) hours pay. For more than twelve (12) hours worked, compensation is for actual hours worked.
- (6) In reference to number five (5) above, if any construction or utility company fails to notify the Shift Commander at least twelve (12) hours in advance of a detail that the detail is expected to last more than eight (8) hours, then the company may be assigned a separate police officer after eight (8) hours at a minimum of four (4) hours pay, and said assignment may be treated as a new detail with all minimums applying.
- (7) Except in emergency situations, a company may be prohibited from working when a police officer cannot be assigned for a detail requested on the same day as the detail is needed.
- (8) A company that cancels a detail less than two (2) hours prior to the beginning of the detail shall be billed at the four (4) hour minimum rate.
- (9) This policy will be reviewed on an annual basis in regards to streets to be listed under Section A of said policy, and may be updated as required. Any private construction or utility company may obtain a copy of this detail officer requirement policy at their request, said request to be made in writing to the Chief of Police.

**APPENDIX "B"****WESTFORD POLICE DEPARTMENT  
DETAIL OFFICER REQUIREMENT POLICY**

(Page 2)

**SECTION A**

Abbot Street	Depot Street	Oak Hill Road
Acton Road (Rte. 27)	East Prescott Street	Patten Road
Beaverbrook Road	Forge Village Road	Pine Street
Boston Road	Forrest Road	Plain Road
Bridge Street	Graniteville Road	Pleasant Street
Brookside Road	Groton Road (Rte. 40)	Power Road
Burbeck Way	Hildreth Street	Providence Road*
Carlisle Road	Lincoln Street	River Street
Carlisle Road (Rte. 225)	Littleton Road (Rte. 110)	South Chelmsford Rd
Chamberlain Road	Lowell Road	Stony Brook Road
Cold Spring Road	Main Street	Tadmuck Road
Concord Road (Rte. 225)	Nabnasset Street	Town Farm Road
Country Road	North Main Street	Tyngsboro Road
Cummings Road	North Street	West Street
Dunstable Road	Nutting Road	West Prescott Street

\*NOTE: From Lowell Road to Main Street

**SIDE LETTER OF AGREEMENT BY AND BETWEEN**  
**THE TOWN OF WESTFORD**  
**AND**  
**WESTFORD SUPERIOR OFFICERS ASSOCIATION**

At the Town of Westford's Board of Selectmen executive session meeting held on June 28, 2011, the Board of Selectmen unanimously voted to support the plan design changes that were recommended by the Insurance Advisory Committee (IAC) on February 22, 2011, please see attached, and to not seek further plan design changes for FY'12 and FY'13.

**TOWN OF WESTFORD:**

  
\_\_\_\_\_  
Jodi Ross, Town Manager

Date: 6/28/11

**WESTFORD SUPERIOR OFFICERS ASSOCIATION (WSOA):**

  
\_\_\_\_\_  
President: Ronald Paulauskas

Date: 06/29/2011

**Town of Westford  
Health Insurance - Proposed Plan Design Changes  
Fiscal Year 2012**

**IMPORTANT: The proposed plan design changes do not in anyway change the level of coverage**

**Plan Design Changes:**

<b>HMO</b>	<b>Current Plan</b>	<b>Proposed Plan</b>
<b>Plan Changes</b>		
Preventative Services Copay	\$5	\$0
Specialist & Non-Preventative Copay	\$5	\$15
ER Copay	\$25	\$50
Retail Rx (30 days)	\$10/\$20/\$35	\$10/\$20/\$35
Mail Order Rx (90 days)	\$10/\$20/\$35	\$20/\$40/\$70

**Total Town Premium Savings - HMO**

**PPO**

<b>Plan Changes</b>		
Preventative Services Copay	\$15	\$0
Specialist & Non-Preventative Copay	\$15	\$15
ER Copay	\$50	\$50
Inpatient Hospital Copay	\$0	\$250
Outpatient Surgical Copay	\$0	\$150
Retail Rx (30 days)	\$10/\$20/\$35	\$10/\$20/\$35
Mail Order Rx (90 days)	\$10/\$20/\$35	\$20/\$40/\$70

**Subtotal Town Premium Savings - PPO**

**Employer Contribution Level:**

**PPO Change in Contribution Level - 60% to 50%**